

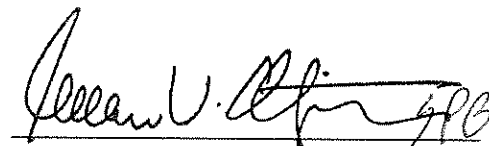
**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:)	Case No. 19 B 25021
KEVIN S. MEEKS,)	
)	Chapter 7
)	
Debtors.)	Judge Pamela S. Hollis

ORDER AND NOTICE OF INEFFECTIVE REAFFIRMATION AGREEMENT

The reaffirmation agreement with Nissan-Infiniti LT (EOD # 12) came to the attention of the court due to a presumption of undue hardship under 11 U.S.C. § 524(m). Any reaffirmation agreement is only enforceable if the debtor received the disclosures required by § 524(c)(2). For a reaffirmation agreement raising a presumption of undue hardship, the required disclosures include, pursuant to § 524(k)(5)(B), a certification by the attorney for the debtor that “in the opinion of the attorney, the debtor is able to make the payment” required by the agreement. This agreement lacks such a declaration by the debtor’s attorney because the required box was not checked, and therefore is unenforceable.

Date: November 19, 2019


PAMELA S. HOLLIS
U.S. Bankruptcy Judge